



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, LAT, RR, O

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, for the Landlord to comply with the Act, regulations or tenancy agreement, to authorize the Tenant to change the locks on the rental unit, for a rent reduction for repairs services or facilities agreed upon but not provided and for other considerations.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 10, 2013. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

This hearing is the 7th hearing with regard to this tenancy. The previous hearing dates were December 14, 2011, January 8, 2012, May 24, 2012, July 5, 2012, January 8, 2013, February 13, 2013 and today May 7, 2013. The Tenant is the last tenant in a rooming house which the Landlord may repair or demolish. The Tenant has previously received decisions ordering the Landlord to provide services and facilities and the Tenant has been ordered to reduce the rent until those services and facilities were provided. It appears the landlord/tenant relationship is acrimonious.

In the last decision dated February 13, 2013 the Landlord and all his agents were Ordered to give the Tenant proper notice and to accompany any and all persons who attend the rental unit and the Landlord was ordered not to give anyone a key or allow anyone access to the rental unit or common areas. As well the Tenant was ordered to resume rent payments effective March 1, 2013 in the amount of \$390.00 per month. Further in the decision the Tenant’s request to change the locks was dismissed.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage and if so how much?
2. Has the Landlord complied with the Act, regulations or tenancy agreement?
3. Should the Tenant be allowed to change the locks?
4. Is the Tenant entitled to a rent reduction and if so how much?
5. What other considerations are there?

Background and Evidence

This tenancy started in June, 2009 with a different landlord as a month to month tenancy. Rent is \$450.00 but the rent has been reduced by Decision and Order to \$390.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$250.00 in May, 2009.

The Tenant said she is frustrated because the Landlord has been ordered to give proper notice when he or his agents are going to enter the property, for the Landlord to keep the heat on in the building and for the Landlord to complete repairs or provide services that he has been ordered to do so. The Tenant said the Landlord has not complied with any of the Orders.

The Tenant said the Landlord or his agents entered the rental unit on March 11, 2013 with Notice given in the mail box on March 11, 2013 and the Landlord entered the rental unit on April 9, 2013 with notice given in the mail box on April 9, 2013. The Tenant said she understands if the notice to enter the property is given to a tenant in the mail box the Notice is deemed to be served 3 days later. As a result the Tenant said the Landlord has not given her proper notice to enter the rental unit. The Tenant continued to say the Landlord has been told the proper way to give a Tenant a notice of entry in previous hearings, but the Landlord has not complied with those Orders. The Tenant said she is applying for monetary compensation for loss of quiet enjoyment of the rental unit because of the Landlord and his agents have entered the unit without proper notice.

The Tenant continued to say the Landlord has also disregarded the previous Order to keep the heat on in the rental complex, as the Landlord turned the heat off again on March 6, 2013. The Tenant said she is requesting monetary compensation for the loss of heat in her rental unit. The Tenant said the heat has been turned off or has only worked partially since February, 2012.

Further the Tenant said the Landlord has previously been ordered to repair the oven and a bathroom fan and provide cable and **DVD TV DVD** services which the Landlord has not done to date. Again the Tenant said she is requesting monetary compensation

for the Landlord not complying with previous decisions and not providing the repairs and services agreed to in the verbal tenancy agreement.

The Tenant said she is requesting \$200.00 per month for 12 months as compensation for the Landlord not giving proper notice of entry, not providing services and repairs and not complying with previous Orders. The Tenant said her total claim is \$2,400.00.

The Landlord's agent said the Landlord was out of the country but he has been involved with this dispute before. The Landlord's agent said he is not disputing what the Tenant has said and he is sorry for the Landlord's wrong doings. The Landlord's agent said he is not disputing that the Landlord turned the heat and the Agent said he served the notices of entry so he is aware that the notices of entry were not serviced correctly. The Landlord's agent said he will correct any service issues with new notices as he wants to comply with the law. As well the Landlord's agent said he can try to repair the oven and fan but he is not good at that type of work.

The Landlord's agent continued to say that the Landlord is experiencing difficult financial times and he hoped that the Arbitrator could consider that in making the decision.

The Tenant said she just wants the Landlord to communicate with her properly so that she can manage her life schedule without interruptions from the Landlord and his agents.

Analysis

As the Landlord's agent has agreed with all the Tenant's claims and the Landlord's agent has apologized for the Landlord's actions with respect to this tenancy; I find the Tenant has established grounds to be awarded \$2,400.00 as compensation for loss of facilities, loss of services and loss of quiet enjoyment of her rental unit.

Section 32 of the Act says a landlord must maintain a residential property in a state that complies with health and safety and housing standards required by law.

The Landlord must maintain appliances that are included in the tenancy agreement and the Landlord must supply heat to a residential rental unit. I order the Tenant to reduce the rent by \$100.00 per month from \$390.00 to \$290.00 until the Landlord turns the heat on and the heat stays on, repairs the oven the bathroom fan and provides cable and DVD TV DVD services as agreed to in the verbal tenancy agreement. The rent reduction is to start on June 1, 2013.

In addition I order the Landlord and his agents to comply with the Act when serving the Tenant documents which provides for 3 days of deemed service after the document is posting on the door or when a document is put in the mail box.

As the Landlord's agent said they will correctly notify the Tenant when the Landlord requires entry to the rental unit; I dismiss the Tenant's application to change the locks on the doors.

Conclusion

A Monetary Order in the amount of \$2,400.00 has been issued to the Tenant. A copy of the Order must be served on the Landlords: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Tenant is ordered to reduce the rent payment to the Landlord from \$390.00 to \$290.00 starting June 1, 2013. The rent will revert back to the verbal tenancy agreement amount of \$450.00 after the Landlord has completed the repairs to the oven and bathroom fan, turned the heat back on and the heat stays on and the Landlord has provide cable and ~~DVD~~ **TV DVD** services to the Tenant as agreed to.

The Landlord is ordered to properly serve the Tenant documents as provided for in the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 07, 2013

Residential Tenancy Branch